



L'Italien Investigative Services

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Subject: Independent Investigation
Boxborough Police Department
Chief of Police, **Warren Ryder**

Assignment of investigation:

On Friday, July 29, 2022, I spoke by phone with Attorney Joseph Fair (KP Law) regarding a matter involving the Town of Boxborough. There had been various allegations made against Chief of Police, Warren Ryder and other members of the police department. The Boxborough Select Board was in the process of deciding whether they would hire an outside investigator for the matter.

On Friday, August 19, 2022, I was informed by Attorney Fair that the Boxborough Select Board had approved the hiring of an outside investigator. A proposal letter to provide investigative services between L'Italien Investigative Services and KP Law as well as a "delegate letter" written by Interim Town Administrator Carter Terenzini is attached as **EXHIBIT #1**.

On Friday, August 19, 2022, Attorney Fair forwarded me a thirteen (13) page memorandum entitled "Allegations against the Boxborough Police Department". (**Note:** this memorandum will be referred to as the "allegation memorandum" in this report). A copy of the allegation memorandum is attached hereto as **EXHIBIT #2**.

On Monday, September 5, 2022 (Labor Day) at 2:00 PM I participated in a Zoom meeting with Select Board members Wes Fowlks and Diana Lipari. During the meeting we reviewed the material outlined in the allegation memorandum. At the conclusion of the meeting, it was agreed I would focus on the four (4) main allegations which were;

- (1): 111F – Alleged injury
- (2): AR15 Sale

- (3): Emergency Operations Center / COVID Command Center
- (4): Education incentive payments

During the Zoom meeting I learned that these allegations had been referred to or reviewed by law enforcement agencies including the FBI, District Attorney's Office, Attorney General's Office and the Inspector General's Office. It was agreed and understood that my investigation would be **administrative in nature**. I would seek to determine if there had been any violations of Boxborough Police Department or Town of Boxborough policies, procedures, rules, regulations or by-laws. I would also seek to determine if Chief of Police Ryder had violated the terms of his contract with the Town.

Select Board meeting from October 18, 2021:

During the investigation I received a link to a Select Board meeting which took place on October 18, 2021. During the meeting, Chief Ryder addressed the Select Board by "Zoom" and gave an overview of steps that were taken when he became aware of discrepancies with college education incentives. Chief Ryder also provided an overview of the payroll process, compensation time and holiday time for members of the Boxborough Police Department.

Chief Ryder's presentation included prepared slides and was approximately 18:30 in duration. During the investigation I viewed his Zoom presentation and made an audio recording. This recording was later transcribed. I also took screenshots of the slides presented by Chief Ryder. A copy of the presentation transcript and copies of his presentation slides are attached hereto as **EXHIBIT #3**.

Interview of Andrea Veros:

On Thursday, September 8, 2022, I interviewed Mrs. **Andrea Veros** at her home in Leominster. My colleague, Diane Lilly was present for the entirety of the interview. Mrs. Veros worked for the Town of Boxborough from December 18, 2000 until December 31, 2020. Her first five (5) years were working at the Town Hall and she began working for the police department in 2005. Her position at the police department was administrative assistant to the Chief of Police. She stated her duties included payroll, accounts payroll, detail billing and anything assigned to her by the Chief.

When she first began working for the police department, the Chief of Police was Richard Vance who retired in 2010. After Chief Vance's retirement, Warren Ryder became Chief of Police. He was promoted from within the department and held the rank of sergeant prior to being Chief of Police. When Ryder first became Chief, he monitored her work closely. As time went by, he allowed her to conduct her work with little direct oversight. Toward the end of their working relationship, Chief Ryder had Veros completing the entire payroll process without any direct oversight from him. She signed her name to the payroll each pay period, but insisted that she would always go

to Ryder prior to submitting payroll. She was adamant that she never took it upon herself to finalize the payroll without keeping him informed.

During her interview, we reviewed a letter she sent to the Boxborough Select Board that she refers to as her “exit interview” letter. It is dated March 17, 2021 and is five (5) pages. (Attached as part of **EXHIBIT #4**). While referencing the letter she explained each topic including a Facebook matter which occurred during the summer of 2020. This matter led to her signing a last chance agreement. She continued that in September 2020 she was told to work from home moving forward. On October 26, 2020, Chief Ryder called her and told her to bring her work laptop to the police station. When she arrived, she learned she had been replaced and she did not return to work. She retired from service at the end of December 2020.

We next discussed the matter of the “**educational incentives**”. She heard as early as 2018 that some officers were being paid educational incentives they were not entitled to. She described the topic as a “*constant rumor*” at the police department. She stated that Sergeant Brett Pelley had an Associates degree but was being paid at the rate of a Bachelor’s degree as early as 2019. She questioned Chief Ryder about this upgrade in Pelley’s pay rate and Ryder stated to her “*I got all those electronically, they don’t come in the mail anymore. It’s all set, Andrea, just do what I say*”. (Referring to education verification documents).

Mrs. Veros continued that in 2020, Officer Steven Patriarca transferred from the Framingham Police Department and was paid at “*top step and the following year, Ryder put him up to a Master’s degree*”. She continued that there was “*scuttlebutt talk*” that Patriarca was telling officers that Ryder approved their education pay while they were attending classes, working toward a degree. I asked her who the source of this “*scuttlebutt*” was and she stated “*Tyler Mcelman*” who now works in Harvard.

She continued that Sergeant Nate Bowolick had an Associates degree he was being paid for. He also received a bachelor’s degree from Southern New Hampshire College but she was uncertain if the degree qualified for an education incentive. She stated as early as July 2020 Bowolick was being paid for a Master’s degree he hadn’t yet earned. She continued that in December 2020 when he presented his Master’s degree documentation to Chief Ryder it was determined he was already being paid at the Master’s degree rate.

Mrs. Veros stated that the “*complaining*” within the department of officers getting incentive money they weren’t entitled to became so constant that she brought it to the attention of Sergeant Robert Bielecki. She couldn’t give a specific date but estimated it was May or June 2020 when she told him. Within a few days she was told by Bielecki that he had informed Lieutenant Warren O’Brien of the payroll discrepancy and he (O’Brien) was going to bring it to the attention of Chief Ryder. I asked if she had ever spoken directly to Lieutenant O’Brien about the matter and she stated she had not.

We next discussed a two-page, handwritten letter dated April 13, 2021 on "Hyatt Place" stationary. Mrs. Veros stated that this letter was written by her to Susan Bak who was chairperson of the "Personnel Board". She explained that the Personnel Board assists employees in Boxborough who are not covered by a collective bargaining agreement (CBA). She explained that she sent this letter to Ms. Bak along with a copy of her "exit interview" letter she had sent to the Select Board. The purpose of the letter was to ensure the Personnel Board was aware of what she went through and she hoped that a similar situation would not occur with another employee of Boxborough. A copy of the handwritten note to Ms. Bak is also part of Exhibit #4.

Mrs. Veros acknowledged she sent a three (3) page letter, dated September 24, 2021, to Boxborough Assistant Town Administrator Rajon Hudson. The letter outlines many allegations against members of the police department, specifically Chief Ryder. A copy of this letter is also part of Exhibit #4.

In her letter to Mr. Hudson, Mrs. Veros makes reference to an e-mail sent to her by Chief Ryder on February 10, 2010. At the time, Ryder was still a sergeant. The purpose Mrs. Veros sent this e-mail to Mr. Hudson was to show that they (Veros and Ryder) had a very good working relationship that extended to being friends while off duty. The e-mail was sent from the e-mail address [REDACTED] to Mrs. Veros' work e-mail which was veros@boxboroughpolice.com. The subject line of the e-mail was "Thank you and Sorry". A copy of the e-mail is part of Exhibit #4.

This e-mail was sent after the retirement party of Chief Richard Vance. During the party, former Dispatch Supervisor [REDACTED] drank too much alcohol and left the party and had an intimate encounter with a police officer who was in attendance. Mrs. Veros stated that Ryder and [REDACTED] were having an extramarital affair. Ryder who was present at the retirement party with his wife was aware that [REDACTED] and the other officer went outside. Later that evening, Mrs. Veros brought [REDACTED] to her home because she was so intoxicated and allowed her to sleep on her couch.

According to Mrs. Veros, Ryder felt that he shouldn't proceed with the process of applying for the Chief of Police position because everyone knew of his relationship with [REDACTED] and what had occurred the night of the Vance retirement party. Mrs. Veros summarized the content of the e-mail as follows;

The topic basically was an explanation of Chief Ryder's feelings about what happened at Richard Vance's retirement party, the Chief before him. Dispatcher supervisor [REDACTED] and I catered Chief Vance's retirement party. And during that evening, [REDACTED] got a little too inebriated and ended up just making a fool out of herself in front of a lot of people, which upset the Chief. We brought her home to my house after the party so she could sleep it off, and the email explains his feelings about what happened to him that evening with her.

It also explains his feelings that he didn't feel confident anymore in going for the current Chief's position that he was up for. At the end of that email, that's why he

says that he's sorry to me, because he said he was going to take care of me, even if he wasn't going to be the Chief. And the only reason that I attached that email was to show how much of a confidante that I really was to Chief Ryder.

Mrs. Veros continued that she and her husband were very good friends with (then sergeant) Ryder and his wife. They socialized as couples and there were occasions when the Veros' visited the Ryder home for dinner. She stated that Ryder had an extramarital relationship with [REDACTED] who was engaged to an Attleboro police officer. She described their relationship as "*blatant*", saying that everyone in the department was aware of it.

Mrs. Veros stated that she was friends with [REDACTED] and that there was an occasion when she and [REDACTED] were out to dinner together. She could not say with certainty when this occurred, but it was around spring or summer 2009 while Ryder was still a sergeant. Ryder arrived at the dinner location unannounced and sat with the two women while they ate dinner. Following the dinner, the three went to Veros' condo in Leominster. They were joined by Veros' husband when he got out of work later that evening. Mrs. Veros stated that Ryder and [REDACTED] sat on her couch and "*started hugging and kissing each other in front of my husband and myself*". She described this situation as extremely uncomfortable because not only was she (Veros) friends with Ryder's wife, but he was a supervisor, in her home kissing another employee of the department. She stated that after Ryder and [REDACTED] left, they sat outside in his car for approximately "*three hours*".

Following this event, Ryder sent her an e-mail from the same e-mail address [REDACTED] in which he apologized for what had occurred at her home. The content of the e-mail was that Ryder apologized for getting her involved (as a witness) and asked that she not tell anyone at the department what had occurred. Ryder specifically asked that she not tell Sergeant Pelley. When I asked why he specifically said Pelley she replied, because he "*has the biggest mouth in the entire department*".

I asked if she had told anyone else about the e-mails she had received from Ryder and she stated she only told her husband. Mrs. Veros stated that she did not keep the e-mail that was sent to her by Ryder following the event at her apartment. She did however, print out and save the e-mail that was sent by Ryder on February 10, 2010. I asked if she forwarded the February 10, 2010 e-mail to anyone or saved an electronic version of it and she stated she had not.

During my interview with Mrs. Veros, I asked if she had any knowledge of former Officer Robert Fagundes purchasing weapons from the department prior to him leaving to become a Massachusetts State trooper. She remembered completing a "*turnover sheet*" when Fagundes purchased the weapons. She explained that a "*turnover sheet*" is a record which is sent to the Town Accountant outlining who's paying money to the department and for what reason. I asked if she had any specific information regarding how many weapons were purchased and she didn't have a specific memory. I informed

her that there was an allegation that Chief Ryder received a "kick back" after Fagundes sold the weapons on the internet. To this, Veros replied "*that's the rumor*", but she could **not** add any further information on this matter.

Mrs. Veros was also asked if she had any first-hand information of what occurred at the COVID command center. She stated that she came to the police department for work during the COVID shut down but never went to the COVID command center at the Hyatt Regency in town. She worked very closely with the Town Accountant to document all the money that was spent during COVID so the Town could be reimbursed from the federal CARES Act (or some other federal reimbursement).

She stated that Chief Ryder and Officers Patriarca, Mcelmann and Arakelian, along with the Fire Chief, stayed at the hotel during COVID. She added that there were rental cars for the officers assigned there so they didn't have to drive cruisers. She continued that the officers (not Ryder) were paid four hours of overtime every day. She stated that they were also paid overtime on weekends even though they went home on weekends.

I asked if she had any first-hand knowledge of the allegations that Mcelmann was "turkey hunting" or that the officers at the command center were drinking while on duty. She could not offer first-hand personal knowledge of these activities, only that she heard other people, including Sergeant Bielecki say that these events were occurring.

During the interview, I asked Mrs. Veros about the allegations of "comp time" abuse. She summarized comp time as;

"Comp (compensation) time is if an officer works a shift and he doesn't want to get paid for that shift, he can bank time and a half for that shift and then he can use that time at any time he would like as long as the Chief approves it. And if you have certain hours of comp time on the books, you're supposed to use it before the end of every fiscal year. At the end of every fiscal year, you can get paid out for any holiday time that you still have on the books, any vacation time that's over your allotted amount that you can carry over. Those things can be paid out at the end of the year. Comp time is against the union contract to pay out. You are not supposed to pay it out. You're supposed to use it before the end of the fiscal year".

Mrs. Veros continued that the officers are only "*allowed to carry 40 hours at a time on the books*". Chief Ryder allowed certain officers to carry "comp time" into the next fiscal year. She cited an example when an officer carried 68 hours of "comp time" and when she brought it to Ryder's attention she was told "*mind your own business*". She also explained that certain officers abuse "comp time". She cited an example when an officer simply logged into the DTS (Detail tracking system) to approve a time off request and put in for "comp time" for simply doing the administrative act.

Mrs. Veros then spoke of ***“holidays”***. She disputed what Chief Ryder said in his open session meeting on October 21, 2022. She acknowledged that holidays are ***“banked up front”*** but added ***“you cannot use a holiday until the holiday actually happens”***. She then cites examples of officers (or employees) being denied a holiday but the ***“golden boys could and everybody else can’t”***. She then cited examples of when certain officers were allowed to use holiday time prior to the holiday occurring.

The interview with Andrea Veros concluded at 3:25 PM. It is important to note that this report is only a summary of the interview. The interview was recorded and later transcribed. We took a break between 2:18 PM and 2:30 PM and there are separate recordings for prior to and after the break (marked Veros1 and Veros2). Both interview transcripts are attached hereto as **EXHIBIT #5**.

Interview of Sergeant Robert Bielecki:

On Thursday, September 15, 2022, at 10:15 AM I interviewed Sergeant **Robert Bielecki** at his home in Groton. Sergeant Bielecki has been a police officer for over twenty (20) years having worked for a number of police departments. He began working for the Boxborough Police Department in 2014. He has worked as a patrol officer as well as detective and he was promoted to sergeant in 2018. At the time of the interview, Sergeant Bielecki was out of work due to a line of duty injury.

During the interview, Sergeant Bielecki gave me a very thorough overview of his experience working at the Boxborough Police Department. He described the department as divided between two groups. One group was in favor with the Chief of Police and were granted many privileges not given to others in the department who were **not** in favor with the Chief. He named various former officers who had left the department and it was his opinion that many of them had either left to get away from the Chief or they had been driven out by him. He also described the culture of the department as hostile and toxic and gave many examples of officers treating their fellow officers disrespectfully. He stated there was also a culture of detail and “comp time” abuse and sleeping on duty during the midnight shift was a frequent practice.

The primary focus of my interview with Sergeant Bielecki was regarding the four (4) main complaints that were to be looked into for my investigation. I first asked about the overpayment of education incentive money. He stated there were constant ***“rumors”*** about Sergeant Brett Pelley, Sergeant Nate Bowolick, Detective Steven Patriarca and Officer Maxwell Bressi receiving payment for education they had not yet earned. He noted that these four (4) officers are all in favor with Chief Ryder.

During the timeframe of June 2020, Andrea Veros spoke to him at the police station about the education overpayments. He couldn’t say with certainty the date, but remembered he was the officer-in-charge of the shift and that is the reason Veros brought the information to his attention. He stated that he brought the information to the attention of Lieutenant Warren O’Brien the next time they interacted. He stated that

Lieutenant O'Brien was also aware of the "*rumors*" and Bielecki told O'Brien that he needed to speak to Chief Ryder about the matter.

Bielecki informed me that after speaking to Lieutenant O'Brien about this matter, he sent himself a text message to have a note that the conversation with O'Brien had occurred. He checked his saved text messages and showed me a text he had sent to himself which read "*on/around 6/17, officers receiving Quinn pay they do not have, discussed with LT*". He also showed me on his phone that he had sent this message to himself on June 20, 2020 at 5:20 PM. (Screenshots of both text messages are attached hereto as **EXHIBIT #6**).

Bielecki stated that during the timeframe of December of 2020 when the topic of education overpayment became public, Chief Ryder sent an e-mail to department members about the matter. The topic of the e-mail included the payroll discrepancies as well as the fact that the media had been notified. Bielecki stated that Ryder was more concerned (angered) with who notified the media than he was about the payroll discrepancies. The topic of the e-mail also included that Ryder was conducting a review of all department devices, e-mails, phone and text messages to determine who notified the media. Bielecki had access to a copy of the e-mail sent by Chief Ryder on December 29, 2020 at 4:01 PM. The e-mail is also part of **Exhibit #6**.

I next asked if he had any first-hand knowledge of the sale of a department weapon to former officer Robert Fagundes. Bielecki stated that Fagundes began working for the department around 2014 and left to join the MA State Police in 2020. Although Fagundes was not in the military he was very much into weaponry. He was a member of CEMLEC SWAT and rarely worked shifts at Boxborough because he had accumulated so much "comp time" for his SWAT assignment.

Bielecki stated that just prior to leaving in 2020, Fagundes purchased weapons from the department with the approval of Chief Ryder. There was "*rumor*" that he later sold the weapons on-line for a profit and gave a kick-back to Ryder. Bielecki could not provide specifics on this, stating he had only heard about it.

I next asked Bielecki if he had any first-hand knowledge of Chief Ryder being on 111F status. He strongly questioned Ryder's injury as it was reported but had no first-hand knowledge of the topic. He stated that his personal experience of being approved for 111F entailed many different steps and he was unsure if Ryder had undergone the same process he had.

I next asked Bielecki if he had any first-hand knowledge of how the COVID Command Center at the Hyatt Regency operated. He stated that Chief Ryder assigned Detective Patriarca, former Officer Tyler Mcelman (Forbes) and Officer Robert Arakelian to the Command Center. The Command Center was operational seven (7) days per week during the COVID quarantine and each officer had a hotel room. Bielecki stated it was "*common knowledge*" they were all paid four (4) hours of overtime during the week

and twelve (12) hours of overtime for Saturdays and Sundays. He further stated that they would go home on weekends, yet were still paid overtime.

Sergeant Bielecki added that the officers drank alcohol at the Command Center and that he made an alcohol delivery to the officers while he was on duty. He was assigned by Chief Ryder to pick up the alcohol at Boxborough Convenience and he brought it to the Command Center. Bielecki continued that Officer McElman (Forbes) is an avid hunter and everyone knew he was turkey hunting in the woods outside the hotel during his assigned shifts. My meeting with Sergeant Bielecki concluded at approximately 2:00 PM. He stated he'd remain available for any future questions if needed.

Interview of Officer Tyler Forbes (McElman)

On September 19, 2022, at 1:00 PM I spoke by phone with former Boxborough police officer **Tyler Forbes**. Forbes worked for the Boxborough Police Department from 2018-2021 and is now a police officer in the Town of Harvard. At the time he was employed in Boxborough, he used the last name of McElman. Officer Forbes agreed to speak with me, but preferred to speak by phone rather than meet in person.

As an ancillary duty to his patrol functions, Officer Forbes was the department liaison to the Boxborough Council of Aging (COA). During COVID he was assigned by Chief Ryder as the "community outreach director". During the COVID quarantine of 2020 he worked from the COVID Command Center at the Hyatt Regency hotel. In this capacity, he worked closely with the Council of Aging Director to ensure the elderly residents in town were safe and had the services they needed. His duties included, check-in calls to elderly residents, doing door to door visits if necessary and follow ups to medical calls when there had been an ambulance response. Officer Forbes acknowledged that the department had rented cars during the COVID quarantine and he was assigned to use one of the rentals. He explained that the cars were rented to ensure social distancing and to avoid any sharing of vehicles.

Officer Forbes stated he worked Monday through Friday and stayed weeknights at the hotel. There were rooms available to stay overnight to avoid COVID exposure to family members. The Command Center was operational seven (7) days per week but he went home on the majority of weekends. He acknowledged he was paid many hours for overtime, but insisted he was present and working every time he was reimbursed for overtime hours. When asked how many hours he was paid, he could not say with certainty but stated that all the hours were approved by Chief Ryder and were entered into DTS (Detail Tracking System).

I informed him there had been accusations that alcohol was being consumed during work hours at the Command Center. He strongly denied this had occurred. He acknowledged that at the conclusion of shifts some officers would sit in a large amphitheater type room where there was enough room to socially distance and they watched movies and TV shows as a group. He acknowledged that the officers did drink

beer during these evenings, but was adamant that everyone was off duty when this occurred and nobody was paid overtime for that time.

I informed him there had been allegations that he was turkey hunting during the day while he was being paid. He strongly denied this occurred. He acknowledged that he is an avid hunter and hunted for turkey in the wooded area near the Hyatt Regency hotel. He explained that the best time to hunt turkey was at “*first light*”. He continued that he would leave the hotel as early as 5:00 AM, spend a couple of hours hunting and would be back to the hotel for his shift at 8:00 AM.

I explained that others had stated he was aware that officers were receiving education incentive money they had not yet earned while they were working toward their degrees. He denied any first-hand, direct knowledge of this, stating only “*that was the word on the street*”. When I asked specifically about Officer Patriarca informing him (Forbes) that Chief Ryder authorized unearned incentive money for Patriarca while he was working toward his degree, Forbes denied this occurred. He was aware that Patriarca was working toward his degree, but he had no first-hand, direct knowledge of whether Patriarca was receiving unearned education money.

My phone conversation with Tyler Forbes was approximately fifteen (15) minutes in duration. He stated he’d remain available if I had any future questions.

Meeting with Fire Chief Paul Fillebrown:

On Tuesday, October 18, 2022, at 10:00 AM I met with Fire Chief **Paul Fillebrown** at the Boxborough Fire Department. Chief Fillebrown has been Fire Chief in Boxborough since September 2019. He is also the Emergency Management Director (EMD) for the Town and the Chief of Police is the Assistant Emergency Management Director for Boxborough.

Chief Fillebrown explained that prior to COVID the Town had emergency plans in place for natural disasters (snowstorms, hurricanes, etc.), but did not have extensive plans to deal with a pandemic. The Town’s Emergency Operations Center (EOC) was in a small, shared space on the second floor of the fire department. When the COVID outbreak occurred during March 2020, the existing EOC was too small and could not operate within existing “social distancing” requirements.

The Hyatt Regency Hotel offered the use of their facility and the EOC was set up there for the entirety of the COVID quarantine which ran from March 2020 to June 2020. Chief Fillebrown described this timeframe as a very challenging time for everyone involved. The Town did not have adequate supplies of personal protection equipment (PPE) and existing suppliers were not able to provide ample supplies to meet the high demand. There was also the challenge of decontamination for public safety vehicles, equipment and personnel. The entire operation and process was “*new*” to everyone and by following national standards and updates they learned best practices as the pandemic continued.

As the EMD for the Town, Chief Fillebrown was the Incident Commander at the EOC during COVID. The EOC was first set up in the lobby area of the Regency. It was later moved to a “theater” type room. The theater room provided ample seating, which met social distance requirements and there was a large screen television so that news updates and press conferences could be watched by everyone assigned to the EOC. The Hyatt Regency also provided separate hotel rooms for the EOC officials and there were additional rooms available in the event a public safety employee was exposed to COVID and had to quarantine.

Chief Fillebrown described in detail the assignment that each police officer had while assigned there. Officer Steven Patriarca’s assignment was to research and learn best practices for PPE and to locate, order and schedule delivery of these products. There was a “mask give-away” for not only Boxborough residents but for residents of surrounding communities at the hotel. He described how the main parking lot was set up and the overflow traffic was managed so residents could pick up the masks. He continued that he and Patriarca later mapped out a large area within the hotel so that Town Meeting could take place. As part of the setup, the seating was measured so that social distance requirements were met for a large crowd. Later, a ballroom at the hotel was used as a COVID vaccination clinic for residents of Boxborough and surrounding communities.

Chief Fillebrown stated that Officer Tyler Forbes was the liaison between the EOC and the Council of Aging. Forbes made continual phone calls to the elderly residents in Town to ensure they were safe and had required protective equipment. He also visited elderly residents following any type of ambulance response to an address to ensure the residents didn’t need any further service or assistance.

Chief Fillebrown stated that throughout COVID, Town officials were informed of what steps were being taken. He insisted that everything was discussed and approved as the operation was ongoing. He stated that the Town Administrator, Select Board, Town Treasurer were kept informed at all times and approved what was occurring. He continued that the expenses associated with this operation were reimbursed to the Town as part of the CARES Act (or some other federal reimbursement).

During the meeting I informed Chief Fillebrown that allegations had been made that police officers were being paid overtime for hours they had not worked. He was not aware of what hours officers were paid as payroll for the police was handled by Chief Ryder. He insisted that all of the officers were present for their shifts and working throughout their shifts. He added that it was so busy there was little, if any down time during the day. He added that the officers were always on time and nobody left for extended periods of time during their shifts. He added that there were officers, including Sergeant Robert Bielecki, not assigned to the EOC who would visit the hotel and sit in the theater room. As the Incident Commander, he told these officers that they couldn’t

stay because of the social distance requirements and mask mandates that were in place there. He added that unassigned officers were having side conversations that distracted the work of those assigned to the EOC.

I also informed Chief Fillebrown that there had been allegations made that officers were drinking alcohol at the EOC and that one officer was turkey hunting during his shift. Chief Fillebrown was adamant that no drinking of alcohol occurred while anyone was on duty at the EOC. He acknowledged that there were occasions after hours when officers gathered in the theater room and had a social beer. He was aware that Officer Forbes hunted in the woods near the hotel during early morning hours but was adamant that this occurred before his shift and he (Forbes) was never late for his assigned duties.

Later in the afternoon on October 18, 2022, I met Chief Fillebrown at the Hyatt Regency Hotel in Boxborough. Chief Fillebrown gave me a tour of the building and an overview of how the EOC was set up and run during the COVID Quarantine. At the conclusion of our meeting, he provided me with his cell phone number and stated he'd be available to answer any further questions if needed.

Lieutenant Warren O'Brien interview:

On Tuesday, October 18, 2022, at 11:00 AM I interviewed Lieutenant **Warren O'Brien** at the Boxborough Police Department. Lieutenant O'Brien retired from full-time service on June 30, 2022, following twenty-two years of service. While holding the rank of Lieutenant, he was second-in-command of the department. He served as Acting Chief for the department from January 2022 until his retirement. He continues his service as a part-time officer and works paid details in this capacity.

I first asked Lieutenant O'Brien about "comp time", time off requests and assigned details and how each was recorded in DTS (Detail Tracking System). He described detail assignments as "*day to day*", explaining that as a detail request came in, the detail was posted to DTS and officers had the opportunity to bid for the detail. "Comp time" was approved by a supervisor and the maximum number of "comp time" hours that could be carried was 40 hours. Time-off requests also had to be approved by a supervisor.

Lieutenant O'Brien stated that Sergeant Brett Pelley was in charge of scheduling and had a higher user level access to DTS than he did. There was a time when Pelley approved his own time off requests and "comp time" entries. At some point, the practice of Pelley entering his own time was changed and another supervisor would approve his time. Lieutenant O'Brien stated it was Chief Ryder who approved his (O'Brien's) time requests in DTS.

I next asked Lieutenant O'Brien if he was aware that former Officer Fagundes had purchased his firearm from the department when he left to join the state police. He acknowledged that at some point he did become aware of this. It had been handled by

Chief Ryder and O'Brien had located all the paperwork associated with this and provided it to Interim Town Administrator Carter Terenzini while he (O'Brien) was Acting Chief. I asked if he was aware of a sale to Fagundes involving multiple AR-15's (patrol rifles) and he stated he was not.

I next asked Lieutenant O'Brien about the overpayment of education incentive money to a number of officers. I informed him that Sergeant Bielecki told me, he had informed Lieutenant O'Brien of the discrepancy during the timeframe of June 2020.

Lieutenant O'Brien confirmed that this did occur. He couldn't say with certainty the date it occurred but agreed with the June 2020 timeframe. Bielecki brought it to his attention, face to face, while they were both on duty at the police station. Lieutenant O'Brien insisted that he brought it to Chief Ryder's attention on the next opportunity that he spoke to the Chief. He described it as a face-to-face interaction in Chief Ryder's office and Ryder told him he was not aware of the discrepancy at that time. I asked Lieutenant O'Brien if he told anyone else about the discrepancy and he stated he had not. My interview with Lieutenant O'Brien was approximately twenty (20) minutes in duration and he stated he'd remain available for future questions if needed.

Phone interview with Jennifer Barrett:

On Wednesday, October 26, 2022 at approximately 10:00 AM I spoke by phone with **Jennifer Barrett**, former Town Accountant in Boxborough. Ms. Barrett worked for Boxborough for approximately 7 ½ years and left in April 2021 to become the Finance Director in Millbury. Ms. Barrett seemed reluctant to speak with me initially stating that she had already been spoken to by the Inspector General. I explained my role was administrative in nature and she agreed to speak with me.

Ms. Barrett explained the budget process for each fiscal year during her time in Boxborough. The planning would generally start in November for the following fiscal year which begins in July. The Chief of Police would prepare the budget which would then be reviewed by her and revisions may or may not be made. It would then be presented to the TA, Finance Committee and ultimately the Select Board.

I asked Ms. Barrett about Chief Ryder's practice of "forecasting" for officers attending educational programs. Her memory was that it was never clear when an officer would complete their degree requirements for an educational incentive to be awarded. Once they completed the degree and presented proof to the Chief, they would receive payment for whatever degree they had completed. Their CBA calls for them to get paid as soon as they receive the degree. The Town is on a two-week pay period and there shouldn't have been any extended delay in receiving payment once the degree was approved.

I asked if she was aware that officers were being overpaid for their education incentive as early as Spring 2020. She denied she had been made aware of the education incentive issues in Spring 2020. She stated that she first became aware of the overpayments in December 2020 when Chief Ryder brought it to her attention.

She stated that the error was discovered by Chief Ryder when one of the officers (she was not sure which officer) completed his degree and asked for the pay increase. When Chief Ryder approved the completion of the degree it was only then he learned that the officer was already receiving the incentive pay. A further review showed that a total of four (4) officers were erroneously receiving educational incentive pay they were not yet entitled to. Once the error was discovered the four officers were informed that they would have to pay back the Town. She was not aware of anyone knowingly receiving education incentive pay while they were working toward their degrees.

After learning of the discrepancy, she reviewed the timeframe she was told to review (July 2020 – Dec. 2020) and came up with a plan to have the officers reimburse the Town. They were given the option of a lump sum pay back or to pay over the course of 2–10 pay periods. All four officers agreed and did pay back the money. She stated that the repayment plan was done after conferring with legal counsel and that TA Ryan Ferrara was aware of this matter as it was ongoing. Ms. Barrett left her position of employment before the last payment was made but the plan (schedule) was in place and it's her understanding everything was paid back. My phone interview with Ms. Barrett was approximately fifteen minutes in duration and she stated she'd remain available for future questions if needed.

Phone interview with Ryan Ferrara:

On Friday, November 4, 2022 at 4:00 PM I spoke by phone with Ryan Ferrara who is currently the Assistant TA in [REDACTED]. Mr. Ferrara worked in Boxborough as TA from July 2018 to June 2021. Rajon Hudson was his Assistant TA from September 2020 until he (Ferrara) left. He offered that he had spoken to members of the FBI and someone from the Inspector General. He was very engaged in our conversation and expounded on many of the topics. During the interview I explained to him the four allegations I was investigating. (111F, AR15 sale, COVID EOC & Education incentives).

I first asked about his memory regarding Chief Ryder being placed on 111F status. I referenced an e-mail thread between he and Chief Ryder during May 2021. He acknowledged the timeframe for the e-mails (5/13/21, 5/17/21, 5/18/21, 5/19/21) was accurate. He reiterated throughout the interview that both the Fire and Police Chief are "*strong*" Chiefs and they both report directly to the Select Board, not the TA. He did interact with both, but he did **not** consider himself their supervisor.

Chief Ryder went on 111F in May 2021 and he was still in that status when he (Ferrara) left Boxborough. He pointed out that Chief Ryder should have kept his Select Board liaison informed. He described Chief Ryder as a dedicated employee who was also the IT person for the Town. He continued to come to work while on 111F to oversee the department and run IT for the Town. Ferrara added that the 111F would have had to be approved by a doctor and insurance company but he did not have a specific memory of how the 111F status was approved. (A copy of the e-mail thread between Mr. Ferrara and Chief Ryder is attached as **EXHIBIT #7**).

I next asked Mr. Ferrara about whether he had any knowledge of the alleged sale of AR-15 rifles. He was vaguely familiar with the name Robert Fagundes and the sale of weapons. He again reiterated that Ryder is a “strong chief” and didn’t report directly to him for this type of matter. He acknowledged that Ryder should have been operating under MGL 30-B for surplus items. He also acknowledged there is a Boxborough Town by-law regarding the disposition of town property, but he couldn’t cite the by-law.

We next discussed the COVID EOC. Mr. Ferrara was certainly aware that the fire department could not function as the COVID EOC due to lack of social distance requirements. Fire Chief Fillebrown and Chief Ryder came up with a plan to use Hyatt Regency hotel for the EOC. Mr. Ferrara never went to the EOC, but was aware of everything ongoing to include expenditures for COVID. He stated that the funding for the EOC was approved by the Finance Committee and Select Board in July 2020 and the Town was working on reimbursement from the CARES Act (or some other federal reimbursement). He was also aware of the police budget increase in July 2020 which was approved by both the Select Board and the Finance Committee.

The matter of the education incentives overpayments was originally brought to his attention by Chief Ryder during the holiday season timeframe of 2020. Chief Ryder had forecasted in the budget for officers who were about to obtain degrees and they were mistakenly paid before they completed their degree requirements. The reimbursement plan was a collaborative effort between Chief Ryder and Jennifer Barrett and Mr. Ferrara was aware of it, but not specifically involved.

I asked Mr. Ferrara if he was aware of any rumors (allegations) that the officers had been being paid since as early as FY 2019. He was not aware of this allegation nor had he heard the allegation that Chief Ryder allowed officers to receive the incentive money while they worked toward their degrees. My conversation with Mr. Ferrara was approximately thirty (30) minutes in duration and he stated he’d remain available for future questions if needed.

Interview of Maria Neyland:

On Wednesday, December 7, 2022, at 11:00 AM I interviewed **Maria Neyland** at the Boxborough Town Hall. Ms. Neyland has been a member of Town Government for approximately eighteen (18) years. She’s served as a member of the School Committee, Select Board and is currently the chairperson for the Finance Committee. She served on the Select Board from May 2017 to May 2021 and was chairperson of the Board from May 2019 to June 2020. During her time on the Select Board she was the liaison to both the Fire Chief and Chief of Police.

During the interview I asked Ms. Neyland about the four (4) main allegations being made against Chief Warren Ryder. I first asked if she had any knowledge or was involved in the approval process for Chief Ryder being on “111F” status. She was aware that Chief Ryder was placed on 111F status under the approval of the Town Administrator. She explained that although Chief Ryder reported to the Select Board as

a “strong chief”, all of his day-to-day work ran through the Town Administrator. Ryan Ferreira was the Town Administrator at the time and handled the paperwork and approval process for Chief Ryder being placed on “111F” status.

I next asked Ms. Neyland if she had any knowledge of former Officer Fagundes purchasing his service weapon and other patrol rifles from the police department when he went to the State Police in 2020. She was aware that the Boxborough Police Department belongs to the Central Massachusetts Law Enforcement Council (CEMLEC), but she had no knowledge of any weapons being sold to Fagundes.

I next asked about the COVID Command Center that was set up at the Hyatt Regency during the COVID quarantine of 2020. She stated the proposal for the COVID Command Center was first brought to her attention by Town Administrator Ferreira. Fire Chief Fillebrown is the Emergency Management Director for the Town and he was the lead on this endeavor. She stated that all key members of Town Government were aware of and discussed this proposed operation prior to its implementation. The Command Center was discussed and approved by members of the Select Board. The Town Accountant at the time (Jennifer Barrett) was actively involved in the planning and it was understood that the Town would receive federal reimbursement for the funds that were expended during COVID.

Ms. Neyland acknowledged that there was a mask give-away set up at the hotel for community members of Boxborough as well as surrounding communities. She added that although the Annual Town Meeting was postponed due to social distancing requirements, it did occur during June 2020 in an indoor, but large space at the hotel. Later, there was a COVID shot clinic at the hotel for first responders from Boxborough and surrounding communities.

Finally, I asked Ms. Neyland about the matter of the overpayments of education incentive money to four (4) officers. She first learned of this from Town Administrator Ferrara and later spoke to Chief Ryder about it. She stated that Ryder had immediately informed Ferrara of the situation when it occurred. Her pressing concern, at the time, was to learn how it had occurred. She had discussions with not only Chief Ryder but Town Accountant Barrett to ensure there would be a plan in place to ensure this would not occur again. She continued that there was a “pay back” plan set up and that each of the four (4) officers who were overpaid had reimbursed the Town.

Ms. Neyland offered that the police department is not the only department in Boxborough that has had issues with payroll. She offered that the Fire Department, Department of Public Works and Library have all had payroll problems in the past. She added that the Fire Department has had problems with record keeping for “accrued time” for its members. My interview with Ms. Neyland was approximately twenty minutes in duration and she stated she’d be available for future questions if needed.

Interview(s) of Boxborough police officers:

On Tuesday, December 20, 2022, at 10:10 AM I interviewed **Detective Steven Patriarca** at the Boxborough Police Department. Attorney Casey Berkowitz of Sandulli-Grace was present for the interview. Detective Patriarca has been a member of the Boxborough Police Department for three years. He has over twenty (20) years of experience, having previously worked for the Framingham Police Department.

I asked what education level he has and he explained that he just recently completed his course work for a Master's Degree in Criminal Justice, Crisis and Emergency Management from Lasell College in Newton. He clarified that he has **not** yet received his final grade or degree certificate and that he currently is being paid at the "Quinn Bill" rate for a Bachelor's degree (20%). He continued that he received his Bachelor's of Science degree in Law Enforcement from Western New England College in 2005. I asked what the timeframe was for him attending classes to complete his Master's degree. He stated he first began working toward his Master's degree while he was still employed in Framingham. He's stated the process took over three years and described it as taking classes when he had the time and when he could afford it.

Detective Patriarca acknowledged he was paid at a Master's degree rate from July 2020 to December 2020. He insisted he first learned of the discrepancy when he received an e-mail on December 23, 2020 from Chief Ryder. He explained that there was a payroll deduction repayment plan that he agreed to and that he had reimbursed the Town the money he had been overpaid.

I asked Detective Patriarca if Chief Ryder had approved that he receive the 25% for a Master's degree while he attended classes to attain the degree and he answered "*not at all, no*". I informed him that I had spoken to many people who had heard rumors of this and he again replied "*no*". I mentioned that former Officer McElman indicated that he specifically heard this rumor and Detective Patriarca replied "*that is not true*". I again presented him with the rumor that Chief Ryder allowed him and other co-workers to collect Quinn money they weren't entitled to and he replied "*absolutely not*".

I asked Detective Patriarca if he was entitled to the Quinn Bill incentive of 20% for a Bachelor's degree or the incentive amount as he had not been hired until December 2019. He clarified that because he was already in the Quinn Bill system while working in Framingham it carried over when he did a lateral transfer to Boxborough. He then presented to me his "conditional offer of employment" letter dated November 6, 2019. The letter is on Boxborough Police Department letterhead and signed by Chief Warren Ryder. The letter indicates that he would be hired at a \$30.50 per hour "step 6" plus educational incentives. At the bottom of the letter there are handwritten notes which indicate his hourly wage would be \$36.60 with the 20% educational incentive. There is also a handwritten note which says "OK per JB" with a check mark. (**Note:** "JB" was former Town Accountant Jennifer Barrett).

I next asked him about the COVID Command Center from 2020. He acknowledged he was assigned there and explained that he has access to MEMA (Massachusetts Emergency Management Agency) WebEOC and that his role at the COVID Command Center was that of liaison to MEMA. He acknowledged that he earned overtime while working there and that he did stay in a hotel room at the Regency Hyatt during the work week of the COVID quarantine.

He was asked if he had ever been paid overtime hours that he did not work. He answered *"I definitely was not receiving any overtime weekends when you were not working. Everybody got the same overtime, that was from patrol here, the guys working the street. It was an hour in the front, hour in the back"*. I specifically asked if he was paid for any overtime that he didn't work and he answered *"no"*. When I asked who was managing the payroll for the overtime expended during COVID he answered *"Chief Ryder and Andrea"*. I asked if he was aware of any other officer receiving overtime they had not earned and he answered *"No, not that I'm aware of"*.

I next outlined the allegation that officers at the COVID Command Center were drinking beer while on duty. He denied this occurred, but acknowledged they did on a few occasions drink beer *"after hours"*. I outlined the allegation that rental cars had been used for excessive personal use. He replied, *"everything is closed, so no, where were we going to go?"*

During the interview, Detective Patriarca presented to me the following items which are attached as **EXHIBIT #8**;

- Conditional offer of employment letter, dated November 6, 2019
- Western New England certificate of completion letter indicating his Bachelor's of Science in Law Enforcement was completed on August 16, 2005
- Patriarca's Western New England transcripts
- E-mail thread regarding the overpayment of education incentive money from July 2020 to December 2020 including an e-mail from Chief Ryder on June 9, 2021 indicating that he had reimbursed the town for his overpayment

My interview with Detective Patriarca concluded at approximately 10:23 AM. This report is a summary of the interview which was recorded and later transcribed. A copy of the transcript is attached as **EXHIBIT #9**.

On Tuesday, December 20, 2022, at 10:30 AM I interviewed **Sergeant Brett Pelley** at the Boxborough Police Department. Attorney Casey Berkowitz of Sandulli-Grace was present for the interview. Sergeant Pelley began his career with the Boxborough Police Department in 1996, became a full-time police officer in 1997 and was promoted to the rank of Sergeant in approximately 2012.

I asked Sergeant Pelley to summarize his duties and responsibilities with the Boxborough Police Department. He stated *"I'm currently the administrative sergeant, so I have a lot of duties as far as scheduling purposes, public records access officer. I'm also a federally certified commercial motor vehicle inspector, as well as an accident reconstructionist"*. I asked if he is an administrator in DTS (Detail Tracking System) and he acknowledged he was along with all the sergeants and dispatchers.

I asked what education level he has and he explained that he has his Associate's degree from Hesser College in Manchester, N.H. (**Note:** Hesser College became Mount Washington College in 2013 and it permanently closed in May 2016). Sergeant Pelley attained his degree in 1993 and he acknowledged he is entitled to the 10% education incentive (Quinn bill) for his degree.

I asked when he first learned that he was being overpaid at the Bachelor's degree rate (20%) and he answered that he received an e-mail from Chief Ryder (December 23, 2020). He acknowledged there was a payment plan through payroll deductions over various pay periods to reimburse the Town for the money he had been overpaid. He stated that he completed the reimbursement to the Town.

I next explained and presented to Sergeant Pelley two budget sheets for the department which outlined pay rates for officers and what education incentive they were entitled to. The budget sheets were from fiscal years 2021 (July 1, 2020 to June 30, 2021) and fiscal year 2020 (July 1, 2019 to June 30, 2020). I pointed out that he had been budgeted for a 20% educational incentive in FY20 and he stated *"Well, that's what it was budgeted at. That's not what I received. I believe the theory behind that is for the budgeting purposes, is if that a person is budgeted, if they achieve their degree, there'll be money in the budget to pay that person when they achieve that degree"*.

I asked if he was working toward his Bachelor's degree during that timeframe (FY 20) and he answered *"I have been"*. I asked if he has completed his Bachelor's degree and he answered *"I have not"* and continued *"I actually stopped taking classes during COVID when COVID hit"* and *"I haven't gone back"*. I asked where he was attending classes and he answered *"Southern New Hampshire University, and I've also taken classes at Western New England too"*.

I then pointed out that he had the rate of 20% for both FY20 and FY21. He answered *"Right. That's what was budgeted"*. I told him that the budget sheet represents that he was being paid the incentive of 20% and he asserted *"I wasn't being paid that I was being... That's a budget, you're showing me that was budgeted. That's like a budget worksheet"*. I next asked about his hourly wage being listed as "\$42.09" and he again asserted *"just because it has a number on that in the budget doesn't mean that's what I'm getting on my paycheck"*.

Sergeant Pelley asked from where I obtained the budget form and I assured him I received it from the Town. I asked again if he was receiving \$42.09 an hour and he again asserted *"that's what's budgeted"*. I asked if his position was that he was

receiving an hourly wage of \$35.07 (FY20 budget rate) and he replied *"I don't know, to be honest with you, I have no idea"*. He again reiterated that the \$42.09 figure was budgeted in the event he attained his Bachelor's degree during the upcoming fiscal year. I pointed out that he had been budgeted for the same number two years in a row (FY 20 and FY21). I then pointed out on the budget sheet that his total base salary would be \$88,000 and he replied *"I don't know"*. I added that a 10% increase would represent \$8,000 and he replied *"It's a huge difference, Yeah. I want to get it done before I get out of here"*. I specifically asked if he was aware that he was making potentially \$8,000 more than he was entitled to and he replied *"no"*.

I informed Sergeant Pelley that there was an allegation that Chief Ryder allowed some officers of the department to receive education incentive money they were not entitled to while they worked toward their degree. I asked if that was true and he answered *"no"*. I asked if he had a discussion with Chief Ryder about getting paid while he was going to school and he asked *"while I was going to school?"* and I added the allegation was that he was paid the 20%, although he was only entitled to 10% and he answered *"absolutely not"*.

I next asked Sergeant Pelley about compensation time (comp time). He explained how "comp time" worked and that department members could accrue "comp time" in lieu of overtime for such things as shift coverage, court time, extra time at the end of a shift. The "comp time" could then be used as time off on a future date. We reviewed his "comp time" printout from 2021-2022 and he explained each entry. He also explained that his "comp time" would typically be approved by someone higher in the chain-of-command when he put in for it. He acknowledged there was a time when he was approving his own "comp time", but that practice had changed.

I next asked about an overtime entry to his payroll for July 8, 2020. I presented him an e-mail he sent to Andrea Veros which read "Can you add eight hours of overtime to my sheet for DTS work this week". The e-mail then read "Thanks from the Lake Region". He acknowledged he had been doing DTS work off site. He explained that the department has a "bid change" each July and that he posted the bid, received requests, created and assigned the shifts remotely on DTS. He also acknowledged he did this from Lake Winnepesaukee and that this overtime had been approved by Chief Ryder.

At the end of the interview, I explained that I would be doing more research on the questions pertaining to the budget and his hourly wage. I again mentioned the prospect of him being overpaid \$8,000 in a fiscal year and I told him that it was my opinion he should have been aware of an overpayment of that amount. To this, Pelley replied *"I don't know"*. My interview with Sergeant Pelley concluded at approximately 10:48 AM. This report is a summary of the interview which was recorded and later transcribed. A copy of the transcript is attached as **EXHIBIT #10**.

Following the meeting, Sergeant Pelley printed out two (2) of his pay stubs to clarify the matter of his hourly rate. The pay stubs were from March 3, 2019 (FY 19) and August 14, 2019 (FY 20). The March 3, 2019 pay stub lists his hourly wage as \$34.76. The August 14, 2019 pay stub lists his hourly wage as \$42.09 and represents a 20% incentive over his \$35.07 per hour wage (FY20). Even as he presented me with these pay stubs he continued to assert that he was **not** aware he was receiving the hourly rate of \$42.09 during FY20.

The following items are attached as **EXHIBIT #11**;

- Sergeant Pelley's pay stubs for March 13, 2019 & August 14, 2019
- FY 20 and FY 21 budget sheets with Sergeant Pelley's education incentive
- Sergeant Pelley's 2021-2022 "comp time" printout
- Sergeant Pelley e-mail to Andrea Veros (dated July 8, 2020) re: 8 hours OT, *"Thanks from the Lake Region"*

On Tuesday, December 20, 2022, at 11:23 AM I interviewed **Sergeant Nathan Bowolick** at the Boxborough Police Department. Attorney Casey Berkowitz of Sandulli-Grace was present for the interview. Sergeant Bowolick began his career with the Boxborough Police Department as a dispatcher in 2002, became a full-time police officer in 2005 and was promoted to the rank of Sergeant in 2014.

I asked what education level he has and he explained that he has his Master's degree in public administration from Anna Maria College. He acknowledged he sent a letter from Anna Maria College to Chief Ryder on December 23, 2020 verifying that he had completed his Master's degree. He also acknowledged that it was this letter that set in motion the matter in which four (4) members of the department were found to have been overpaid education incentive money from July 2020 to December 2020. Prior to completing his Master's degree, Bowolick had a Bachelor's degree from Southern New Hampshire University in Criminal Justice and police operations. He attained that degree around 2018 and he's entitled to the 20% Quinn bill educational incentive for that degree.

I asked when he first learned that he was being overpaid at the Master's degree rate and he stated he received an e-mail from Chief Ryder, the same day he sent his letter (December 23, 2020). He continued that there was a payment plan through payroll deductions over various pay periods to reimburse the Town for the money he had been overpaid. He stated he has completed the reimbursement to the Town.

I informed Sergeant Bowolick that there was a rumor that Chief Ryder allowed certain members of the department to receive education incentive money they were not entitled to while they worked toward their degree. I asked if he was aware of this or had been involved in this and he answered "*absolutely not*". I re-phrased this question to include whether he had any general knowledge of this rumor and he answered "*no*".

I next informed Sergeant Bowolick that I had learned from Andrea Veros that he came to her and informed her that he did not wish to be paid at a Master's degree level because he wasn't entitled to the pay. He acknowledged that he knew Ms. Veros and clarified that this conversation occurred sometime around July 1, 2020. He had received from Ms. Veros his new "*time sheet*" for the upcoming fiscal year. She informed him that the new "*time sheet*" included his "Master's". He stated that he told her "*absolutely do not pay me for a Master's, I do not have a Master's*". He stated that she then corrected it and brought him another one and told him "*Okay, it's all set. It's just contractual raises in here*". After receiving this amended "*time sheet*" he assumed it was all set for the upcoming fiscal year. I asked if it was a practice in the department that employees receive a new "*time sheet*" each fiscal year and he answered "yes".

My interview with Sergeant Bowolick concluded at approximately 11:32 AM. This report is a summary of the interview which was recorded and later transcribed. A copy of the transcript is attached as **EXHIBIT #12**.

Interview of Chief Warren Ryder:

On Tuesday, January 17, 2023, at 11:11 AM, I interviewed Boxborough Chief of Police, **Warren Ryder** at the office of Reardon, Joyce & Akerson, P.C. in Worcester. Attorney Austin Joyce was representing Chief Ryder and was present for the entirety of the interview. It is important to note that just prior to beginning the formal interview I met with Chief Ryder and Attorney Joyce for the purpose of reasonably apprising him of the allegations being made against him. I informed him of the documents we would be reviewing during the interview and allowed him time to confer with Attorney Joyce prior to beginning my questions.

Chief Ryder has been employed by the Boxborough Police Department for twenty-five (25) years and became Chief of Police circa 2010. He has been on paid administrative leave since January 4, 2022 based on allegations that have been made against him. The purpose of the interview was to outline the allegations made against him and afford him an opportunity to respond to each. Chief Ryder explained that his contract is with the Select Board but for reporting purposes he interacts with the Town Administrator for day-to-day operations and guidance.

The first topic I asked him about was his **111F (injury) status**. Chief Ryder outlined how his line of duty injury occurred during May 2021. He described an "*emergency call*" for a person who was unresponsive. The door to the residence was locked and from inside that party was heard to say "*help me*". Chief Ryder described kicking the door several times in an effort to gain entry to assist the person. He stated that he injured his knee and back while kicking the door.

Following the call, Chief Ryder notified Lieutenant Warren O'Brien of the injury. (**Note:** department policy requires an injured officer to notify a supervisor of the injury. Lieutenant O'Brien was notified to meet the requirements of this policy). Chief Ryder notified (then) Town Administrator (TA) Ryan Ferrara of the injury.

During the interview we reviewed an e-mail exchange between Chief Ryder and TA Ferrara from the dates of May 13, 2021 to May 19, 2021. During this e-mail exchange, Chief Ryder keeps TA Ferrara informed of his injury prognosis and requests and receives a “*claim number*” so he can make an appointment with his doctor. Chief Ryder also sends a “*wage and salary verification form and insurance reimbursement form*” and receives approval from TA Ferrara for both. Within the e-mail exchange (May 18, 2021) Chief Ryder writes “*as discussed with you I plan on maintaining my oversight of the department while recovering*”. (A copy of the e-mail exchange between Chief Ryder and TA Ferrara are already attached as Exhibit #7).

Chief Ryder added that in addition to the above e-mails, there were other e-mails which provided prognosis updates, insurance matters and his continued operation and oversight of the department while he was recovering. I asked if he worked full-time while recovering and he answered “*No, I couldn't. I was both recovering and attending either physical therapy, doctors appointments, x-rays. But a lot of my work was done remotely and day-to-day contact with my command staff*”. I asked if there was a policy or practice of officers working light duty for the Boxborough Police Department and he stated “*the contract is silent on that matter*”.

Chief Ryder acknowledged he remained on 111F status until he was placed on leave on January 4, 2022 and he remains in that status. I informed him there was an allegation he had worked a paid detail at Gillette Stadium while he was on 111F. He denied working a detail at the stadium while on 111F. (**Note:** No records could be found of him working at Gillette Stadium during his time on 111F). I asked about the fact that an officer on 111F was not required to pay federal taxes while in that status and he replied “*we're talking treasury and the laws. My understanding is police officers under Chapter 111F do not pay taxes on their wages until they're fully recovered. That's my understanding of it*”.

The next topic I asked Chief Ryder about was the alleged sale of AR-15's to a former officer of the department. Chief Ryder acknowledged that former Officer Robert Fagundes worked for the Boxborough Police Department from approximately 2013-2020 and left to become a member of the MA State Police in 2020. He further stated that Fagundes was the department's “*armorer*” and would be responsible for everything related to firearms in his capacity as “*armorer*”.

During the interview we reviewed a purchase order from Minuteman Armory of Templeton. The purchase order has a P.O. number (purchase order) of 116-FY18-1. (**Note:** the date October 11, 2022 on the purchase order was the date it was printed out and presented to me as part of this investigation). The “customer” was listed as “Robert Fagundes, Armorer” and the items were shipped to the physical address of the Boxborough Police Department. Chief Ryder explained that Fagundes received these AR-15's in his capacity as the armorer for the department. (A copy of purchase order 116-FY-18-1 is attached hereto as **EXHIBIT #13**)

Chief Ryder had no knowledge of Fagundes purchasing any AR-15's from Minuteman Armory for the purpose of personally owning the weapons. I informed him there was a rumor that Fagundes sold these weapons on-line for a profit and then gave a "kick back" to Chief Ryder. Chief Ryder denied any type of "kick back" and insisted I was the first person to inform him of the "rumor" that Fagundes had allegedly sold the AR-15's on-line at a profit.

We next discussed Robert Fagundes purchasing a Glock 9 MM handgun from the department. Chief Ryder acknowledged that this occurred. He stated that Fagundes was a member of the CEMLEC (Central Massachusetts Law Enforcement Council) SWAT team and that he modified the sites on his department weapon to meet the standards of the SWAT team. Chief Ryder approved this modification prior to Fagundes doing so. When Fagundes left the department in 2020 to join the MA State Police, Chief Ryder authorized Fagundes' purchasing of his duty weapon that had been modified. He stated the \$250 price was based on a "*fair market value of that firearm based on previous trades*". He continued that Fagundes wrote a check to the Town of Boxborough and appropriate paperwork was completed.

During the interview we reviewed copies of a personal check written by Robert Fagundes on February 7, 2020 and a "Deposit to Treasurer" for a "weapon buy back" dated February 12, 2020. We also reviewed paperwork from the Criminal History Systems Board, dated February 8, 2020, which transfers the ownership of the Glock to Robert Fagundes after it had been transferred to Minuteman Armory. (A copy of these documents are also part of Exhibit #13).

I asked Chief Ryder if he was familiar with the requirements of MGL Ch. 30B and the Boxborough Town by-law (Article 2.3) regarding the disposition of town property. He answered that he was **not** familiar with all the elements of Chapter 30 and added "*I have not been trained in same, I follow best business practices*". When asked about the Town by-law he stated he was the person in charge of the property and asserted that the Glock firearm didn't exceed a \$10,000 value outlined in the by-law. I asked if he had notified his "Selectboard liaison" and he stated "*I did not*".

Note: All of firearm paperwork referenced here and other firearm paperwork I reviewed during the investigation is attached hereto. There is also a copy of Boxborough by-law article 2.3 and writings from Interim TA Carter Terenzini regarding his review of these matters. These materials are all part of Exhibit #13.

The next topic I asked Chief Ryder about was the **COVID Command Center** (EOC- Emergency Operations Center) at the Boxborough Hyatt Regency which was operational during the COVID quarantine of 2020. Chief Ryder agreed that Fire Chief Fillebrown was the incident commander at the EOC as he is the Emergency Management Director for Boxborough.

Chief Ryder explained the purpose of the EOC and what essential objectives and tasks were undertaken there. He also explained the duties and responsibilities of the Boxborough police officers who were assigned there during COVID. Officer Patriarca was the liaison to MEMA and Officer McElman (Forbes) was the liaison to the Boxborough Council on Aging (COA). Chief Ryder also explained that public safety employees, including himself and Chief Fillebrown, stayed overnight at the hotel while the EOC was operational.

I asked him about the allegation that officers were paid overtime each day and full days on weekends even though they went home on weekends. Chief Ryder explained that he couldn't speak to the exact hours of overtime without reviewing payroll records, but was adamant that *"whatever they were paid was in line with the work"*. He continued that both fire and police personnel did receive overtime hours during COVID for the cleaning of vehicles, equipment and themselves. He acknowledged there were rental cars for the officers assigned to the EOC to *"isolate cross-contamination with police cars"*. Due to COVID being highly contagious and with state recommendations for social distancing it was best practice to have only one officer assigned to a cruiser (or rental vehicle). I asked if the rental cars were used for excessive personal business and he answered *"not that I'm aware of, no"*.

I asked about an allegation that Sergeant Robert Bielecki delivered alcohol to the EOC from a convenience store in Boxborough. To this question he answered *"I have no knowledge of that"*. I asked if he ever observed officers drinking alcohol while on duty at the EOC (as had been alleged) and he responded *"I did not observe that"*. I informed him that Fire Chief Fillebrown acknowledged that officers and firefighters drank beer while off duty at the Hyatt and he acknowledged that occurred. I asked if he was aware that Officer McElman (Forbes) was turkey hunting, while on duty near the hotel and he answered *"no, I am not aware of that"*.

I asked about the transfer of reserve funds to the police department budget during July 2020 for COVID overtime and supplies. He could not say with certainty the numbers that were transferred but acknowledged they had been approved by the Finance Committee and Select Board. He continued that *"transfers were quite frequent in my career. I don't have any specific recollection of that particular transfer, no"*.

The next topic discussed was the overpayment of *educational incentive money* to four (4) Boxborough police officers. We first reviewed the e-mails sent on December 23, 2020, first by Sergeant Bowolick to Chief Ryder and then by Chief Ryder to Sergeant's Pelley and Bowolick and Officers Patriarca and Schaefer. The first e-mail was Bowolick informing Chief Ryder that he had completed his requirements for a Master's degree and the second was Chief Ryder informing the officers there had been an error in the payroll system and they had been overpaid.

Chief Ryder then acknowledged there had been a repayment plan for the officers where they would repay the Town over the course of two to ten pay periods. He stated this repayment plan was approved by TA Ryan Ferrara, Town Accountant Jennifer Barrett, the Finance Committee and Select Board. He stated that the repayment only covered the overpayments from the “*current fiscal year*” (July 2020 – December 2020).

Chief Ryder then provided an overview of the budget process regarding salaries and how he would project the possibility of officers earning an increase in pay due to their completion of education requirements. He explained that if an officer earned the degree during the course of the fiscal year they would be entitled to the pay increase right away and therefore the projected budget increase would cover the pay increase.

I then asked specifically about the overpayment of Sergeant Brett Pelley. I informed him that Pelley had not only been overpaid from July 2020 to December 2020 but had in fact been overpaid for the entirety of FY20 (July 1, 2019 to June 30, 2020). I informed him that Pelley had told me he was still working toward his degree and had been for many years. I then asked why Pelley would have been in a salary projection category if he wasn’t close to completing his degree requirements. Chief Ryder responded “*There's nothing preventing an officer who's enrolled to ... And the reason I do it that way is because there's nothing preventing them from saying, "You know what? I'm not going to work details this year. I'm going to go all in and blast out my degree." There's nothing to prevent them doing that. So as a safety measure if they're enrolled, I'm prepared in the event that they do achieve it*”.

I next asked about weekly pay sheets that each member of the department is issued every fiscal year. We reviewed an unfilled paysheet for Sergeant Pelley from FY 20 and he acknowledged that the paysheet includes Pelley’s name, identification number, pay step (Sergeant, step 3), a signature line and his hourly pay rate. I pointed out that Article 12 (wages) of the Boxborough Police Department’s collective bargaining agreement (CBA) illustrates the hourly wage each officer is entitled to. I continued that as a step 3 sergeant, Pelley would have been entitled to \$36.09 per hour according to Article 12. We agreed that with a 10% pay increase for an Associate’s degree, Sergeant Pelley’s FY20 hourly wage would be approximately \$38.57 yet his pay sheets had the hourly wage of \$42.09. After outlining the information on the pay sheet I asked how Pelley could claim that he wasn’t aware of his hourly wage and Chief Ryder answered “*I couldn’t tell you the answer*”.

I asked if he was responsible for payroll as the Chief of Police. He acknowledged he is responsible, but then gave a thorough overview of the weekly payroll process and he insisted he was surprised to find the issue of overpayment when it was first brought to his attention in December 2020. During his explanation, he explained “*I assume that people were doing their jobs correctly under my supervision*”. *I don't possibly have the bandwidth to go in to look at every detail of every transaction that happens within all three departments*”. I outlined more information about Sergeant Pelley being overpaid in FY20 and he insisted it was an oversight.

I next outlined to Chief Ryder that I had interviewed Andrea Veros, Sergeant Robert Bielecki and Lieutenant Warren O'Brien. I told him that Veros told me she had notified Bielecki of hourly payment discrepancies on paysheets sometime during the timeframe of June 2020. Bielecki, in my interview with him, acknowledged that Veros told him of the discrepancies and that he brought it to the attention of Lieutenant O'Brien. In my interview with O'Brien, he confirmed that he had an in-person meeting with Chief Ryder, in his office (Ryder's) and informed him of the pay rate discrepancies. When I outlined this information to him, Chief Ryder replied *"that's not my recollection"*. I told him that I found Lieutenant O'Brien to be a very credible witness and Ryder replied *"and he should be. He's very credible, but his memory might not be what it should be"*.

I informed Chief Ryder that the specific allegation was that he allowed Patriarca, Bowolick, Bressi and Pelley to earn extra incentive while they were working toward their next degrees. Chief Ryder responded *"that is absolutely false"*. While still speaking about the education incentive topic he alleged there's documentation to show that Andrea Veros was *"changing pay rates which was an apparent act of sabotage"*. He added *"it's apparent that Sergeant Bielecki has some axes to grind and he believes lots of things, online gun sale trades to he believed that I took \$7,000 from the evidence room when it was turned in. This is ongoing, this is typical. And as far as the pay issue goes, as the Department of Justice and the FBI have come to understand, that all these allegations are completely false"*.

Our exchange regarding the education overpayments continued as follows (starting on Page 28 of the transcript);

Paul L'Italien:

Okay. Now during the presentation that I provided you the transcript of, the Select Board, their concern was that you mention three or four times the administrative assistant's job for various things associated with payroll, and again their concern was that you didn't take any responsibility, that as the Department Head, you didn't take any responsibility, that you just said that it was her error. Would you like to comment on that?

Chief Ryder:

I'm very sorry that they feel that I'm not taking responsibility. I believed it was implied that I'm the Department Head and I rely on people to do their jobs effectively, proficiently. I was not expecting someone to intentionally try to commit some sabotage to get back at somebody in the department or do something else for other reasons. I don't know. The evidence will show that.

Paul L'Italien:

How do you know she intentionally did that?

Chief Ryder:

Well, by Sergeant Bowolick's statement where she came out and told him, "I am paying you for a masters degree because that's what you're budgeted for," and he says, "No." So that's an indication that she's manipulating the pay rates, and she would be the person that manipulated them.

Paul L'Italien:

Now when I interviewed her, she told me that the pay rates were handed down from you to her to change those pay sheets?

Chief Ryder:

Absolutely not. For a decade, and I'm sure ... Have you interviewed Jennifer Barrett, the Town Accountant?

Paul L'Italien:

I have.

Chief Ryder:

So she'll tell you that they work collaboratively every year together to come up with the appropriate pay rates. So again, Andrea Veros has absolutely no credibility whatsoever. She's lied to grand juries. She's doing this, and hopefully other employees have told you that she had promised to do whatever she could to destroy myself and the department. So she's doing a very good job at it, I mean this has been a mess, but nothing she has said has been credible. Not one thing. (End on page 29 of the transcript).

I next asked Chief Ryder about the e-mail that he has described as "*widely circulated e-mail that is a forgery*". The e-mail (printed copy) is from [REDACTED], (dated February 10, 2010 at 8:09 PM with the subject line of "Thank you and sorry"). We reviewed the topics within the e-mail and Chief Ryder was adamant that he did **not** write the e-mail. I asked if someone wrote it on his behalf and he replied "*no, absolutely not*". He acknowledged that the e-mail address is his personal e-mail address that he's had for many years and he still uses it today. (A copy of the above referenced e-mail is attached hereto as **EXHIBIT #14**).

The last topic discussed was regarding the allegation that had been made by Sergeant Robert Bielecki that he had been retaliated against by Chief Ryder for cooperating with an FBI investigation into the above discussed matters. Chief Ryder stated he had heard of the allegation informally but had never seen the letter sent to the Town by the Law Offices of James W. Simpson, Jr. P.C. on January 17, 2022. (**Note:** I allowed Chief Ryder to read the letter so that he was aware of the specific allegations being made against him). This letter is also part of Exhibit #14.

Sergeant Robert Bielecki has been on 111F status since approximately September 2020. Chief Ryder denied that he acted in retaliation toward Bielecki for speaking to the FBI. He acknowledged Bielecki's work cell phone was turned off but was done so as a cost saving measure. The department was undergoing budget cuts and he insisted he had spoken by phone with Bielecki and had informed him of the budget cuts prior to turning off his work cell phone service.

Chief Ryder stated that Bielecki's access to DTS (Detail Tracking System) was also turned off as a cost savings measure because there is a "*per user fee*" associated with the use of DTS. He explained that while Bielecki was on 111F he didn't need access to DTS. We also reviewed e-mails from the timeframe of December 2021 when Ryder and Bielecki corresponded about his access to DTS.

I asked about Bielecki's allegation that his keypad access (Fob) to enter the department has been turned off. Chief Ryder insisted that he only learned of the allegation that Bielecki's access to the building had been turned off after he (Ryder) was placed on administrative leave on January 4, 2022. He continued there has been a history of problems with the access program to enter the building and resets have been needed in the past for other officers and employees. I asked specifically if he had shut down Bielecki's access to the police station prior to going on leave and he answered "*I did not.*"

My interview with Chief Warren Ryder concluded at approximately 12:20 PM. It is important to note that this is only a summary of the key topics discussed during the interview. The interview was recorded and later transcribed. A copy of the interview transcript is forty-two (42) pages in length and is attached hereto as **EXHIBIT #15**.

During the meeting, Attorney Joyce provided me with a copy of Chief Ryder's "notice of paid administrative leave" from the town (dated January 4, 2022). A copy of the administrative leave notice and an e-mail thread between Chief Ryder and Sergeant Bielecki re: access to DTS are also part of Exhibit #15.

E-mails between Chief Ryder and Accountant Jennifer Barrett:

As a follow-up to my interview with Chief Ryder I was provided with archived e-mail documentation between Chief Ryder and former Town Accountant Jennifer Barrett. TA Johns provided me with thirty (35) budget related e-mails covering the timeframe of October 23, 2018 through January 23, 2021.

I've reviewed each e-mail and determined that they were sent directly between Chief Ryder and Ms. Barrett. There are some e-mails which included (then) TA Ferrara as well as members of the Select Board and/or the Finance Committee. Of all the e-mails that I received and reviewed **there isn't a single one** that includes or mentions Andrea Veros as being directly involved in the budget process.

There are four (4) budget related e-mails that are directly related to the timeframe of FY 2019 and FY 2020 which are the budget years during which there were overpayments of education incentive money. The four e-mails are attached as **EXHIBIT #16** and are summarized as follows;

- E-mail (dated **November 15, 2018**) from Chief Ryder to Ms. Barrett and (then) TA Ferrara with the subject line "Police Budget"
 - There were eight (8) attachments to this e-mail. The attachments were entitled as follows:
 - FY 20 Police Department Narrative
 - LTG (long term goals) Police Department Narrative
 - FY20 Police Budget "A" Summary (Word document)
 - FY 20 Police Budget "A" Summary (Excel)
 - FY20 Police Budget "B" Summary (Word document)
 - FY 20 Police Budget "B" Summary (Excel)
 - FY20 Police Budget "C" Summary (Word document)
 - FY 20 Police Budget "C" Summary (Excel)
- E-mail (dated **November 26, 2018**) from Chief Ryder to Ms. Barrett
 - There were two (2) attachments to this e-mail. The attachments were entitled as follows:
 - FY20 Police Budget submitted-Rev.2 (Word document)
 - FY 20 Police Budget submitted-Rev.2 (Excel)
- E-mail (dated **November 18, 2019 at 9:10 AM**) from Chief Ryder to Ms. Barrett asking that edits be made to the Police Budget spreadsheet. Ms. Barrett replied to Chief Ryder on November 18, 2019 at 9:26 AM with an attachment marked:
 - FY21 Budget 201 Police Draft (Excel)
- E-mail (dated **January 8, 2020**) from Chief Ryder to Ms. Barrett with the subject line "Updated Police Budget"
 - There were two (2) attachments to this e-mail. The attachments were entitled as follows:
 - V3 Chief Budget Memo updated 1-8-20 (Word document)
 - FY 21 Budget 210 Police v.3 (Excel)

These e-mails would tend to contradict Chief Ryder's statement during his interview that it was Andrea Veros who was solely responsible for interacting directly with Ms. Barrett during the annual budget process. Below is the narrative between Chief Ryder and I (during his interview) regarding this subject (see pages 28-29 of his interview transcript, Exhibit #15);

Paul L'Italien:

*Now when I interviewed her (**Veros**), she told me that the pay rates were handed down from you to her to change those pay sheets?*

Chief Ryder:

Absolutely not. For a decade, and I'm sure ... Have you interviewed Jennifer Barrett, the Town Accountant?

Paul L'Italien:

I have.

Chief Ryder:

So she'll tell you that they work collaboratively every year together to come up with the appropriate pay rates. So again, Andrea Veros has absolutely no credibility whatsoever. She's lied to grand juries. She's doing this, and hopefully other employees have told you that she had promised to do whatever she could to destroy myself and the department. So she's doing a very good job at it, I mean this has been a mess, but nothing she has said has been credible. Not one thing.

Summation of investigative findings:

After a careful review of all available information that was provided to me during the investigation and having interviewed Andrea Veros as well as other witnesses and Boxborough police officers, I submit the following summations for each allegation;

Allegation #1: *During the month of May 2021, Chief Warren Ryder placed himself on 111F status yet continued to work in his capacity as Chief of Police;*

During the investigation I received and reviewed an e-mail thread between Chief Ryder and former TA Ryan Ferrara between the dates of May 13, 2021 and May 19, 2021 (See Exhibit #7). This e-mail thread verifies that Chief Ryder informed TA Ferrara of the injury, kept him apprised of his prognosis and informed him he would continue to oversee the police department while on 111F.

During the investigation I interviewed former TA Ferrara. Mr. Ferrara verified that Chief Ryder informed him of his injury and that the required paperwork was completed to place Chief Ryder on 111F status. TA Ferrara also verified that Chief Ryder was approved to oversee the operation of the department while on 111F status. During his interview, Chief Ryder stated that he did **not** work full time while on 111F status and that the majority of his work was done remotely and that he kept in touch with his

command staff and the Town Administrator to ensure the department continued to operate efficiently while he was on 111F.

There was an additional allegation (or rumor) that Chief Ryder worked a paid detail at Gillette Stadium while on 111F. Chief Ryder denied he worked a detail while on 111F. Interim Town Administrator Terenzini, in his investigation into this allegation, was **not** able to find any documentation that would verify this allegation.

Allegation #2: *Chief Ryder authorized the sale of four (4) AR-15 patrol rifles from the Boxborough Police Department to a former police officer (Robert Fagundes), who then allegedly sold them on-line and gave a “kick back” to Chief Ryder.*

During the investigation I could find no documentation to confirm this allegation. There is a purchase order #116-FY18-1 (part of Exhibit #13) which shows the purchase of four (4) AR-15 (11.5”) from Minuteman Armory of Templeton. Robert Fagundes is listed as the “Armorer” on the “ship to” line and the address where the items were delivered was the physical address of the police department (520 Massachusetts Avenue, Boxborough, MA 01719).

During his interview, Chief Ryder explained that Fagundes received these items at the police station in his capacity as the department armorer. Chief Ryder denied there was a sale involving AR-15 patrol rifles to Robert Fagundes or that he (Ryder) received any type of “kick back” when Fagundes allegedly sold the AR-15 rifles.

During the investigation, I reviewed a Boxborough Police Department firearms inventory list which was dated February 21, 2021. The inventory lists four (4) AR-15 11.5” from Minuteman Armory with an “issued date” of November 27, 2017. It is important to note that the purchase order (116-FY-18-1) does **not** have an authentic date listed on it but rather the date of October 11, 2022 which is the date I received the document. The November 27, 2017 date on the inventory list is within the timeframe of FY18 which is the fiscal year of the purchase order.

Finally, it is important to note that there are five (5) weapons listed on the February 21, 2021 inventory (Part of Exhibit #13) that at one time were issued to Robert Fagundes. They are as follows;

- Glock 42, .380 (Inv. #ABEZ989), **Returned**
- Glock 17, 9 mm luger (Inv. #BACM805), **Returned**
- Glock 17, .9 mm luger, (Inv. BDTF718), **Returned**
- Glock 19, 9 mm luger (Inv. BETM333), **Purchased**
- AR-15 11.5” (Inv. FHO123), **Returned**

During his interview, Chief Ryder confirmed that Robert Fagundes did purchase the Glock 19 (Inv. BETM333) when he left the department to join the MA State Police in February 2020. As shown within the documents of Exhibit #13 there was a personal check from Fagundes, a deposit to Treasurer memorandum and Criminal History Systems Board documentation showing the transfer of ownership to Fagundes. The purchase price was consistent with “*good business practices*” according to Chief Ryder.

As it relates to MGL Ch. 30B, Chief Ryder stated in his interview that he was not familiar with the requirements of this law as he had not received any training in the law. He reasoned that the value of the weapon was far below the \$10,000 amount listed in the Town by-law (Article 2.3), but he did acknowledge that he did **not** notify the Select Board as required in the by-law.

Allegation #3: *This allegation was regarding “rumors” that officers assigned to the COVID Operations Center (EOC) at the Hyatt Regency were paid overtime hours they did not work. There were other “rumors” including:*

- Rental cars being used for excessive personal business
- Officers consuming alcohol while on duty at the EOC
- “Special packages” being delivered to the EOC by an on-duty officer
- An officer was “turkey hunting” in the wooded area near the Hyatt during on-duty hours
- A reserve fund transfer for the police department occurred on July 13, 2020 and there was no explanation for the large amount of overtime expended

During the investigation I met with Fire Chief Paul Fillebrown who was the Incident Commander at the EOC in his role as the Emergency Management Director. Chief Fillebrown provided a thorough overview of how the EOC was initially set up and the tasks and duties that were accomplished there during the COVID quarantine. Chief Fillebrown was adamant that the police officers assigned to the EOC were present during their work shifts and each provided a key role in the success of the services provided to the town and surrounding communities during COVID.

Chief Fillebrown acknowledged that there was “beer” consumed during off-duty hours by members assigned to the EOC, but was adamant that nobody consumed alcohol while on duty at the EOC. As to the “rumor” that Officer McElman was “turkey hunting” during duty hours, Chief Fillebrown stated that McElman was busy in his role at liaison to the COA and was never late arriving to a work shift.

During his interview, Sergeant Bielecki stated that he delivered alcohol to the EOC while he was on duty. During his interview, Chief Ryder denied any knowledge of this occurring.

During his interview, Chief Ryder acknowledged that the department had rented cars that were used by officers assigned to the EOC. He explained that this was done to maintain social distancing and to avoid any cross contamination of COVID. He denied any knowledge of excessive personal use of the rental cars by the officers who were assigned to the rental cars.

Chief Ryder agreed that there was overtime expended for COVID, but denied that any police officer was paid for overtime hours that they didn't work. (**Note:** Within the available payroll documentation that I received and reviewed during the investigation there is nothing showing that any officer was paid excessive hours of overtime during weekends. If there is existing documentation to show this, it was **not** provided to me during the course of the investigation).

With regards to the transfer of reserve funds to the police account, Chief Ryder could not say with certainty the amount of money that was transferred in July 2020 to cover the costs associated with COVID. He explained that transfers have occurred on many occasions during his career.

Allegation #4: *Education incentive payments*

It is understood that the four (4) officers (Pelley, Bowolick, Patriarca, Bressi) involved in the overpayment of educational incentive have reimbursed the town for the monies they received from July 2020 to December 2020. In my interviews with Detective Steven Patriarca and Sergeant Nathan Bowolick I found their explanations reasonable with regards to how they did not notice a pay increase of 5% for a period of six months. They both adamantly denied that they knowingly received the extra payments or that Chief Ryder allowed them to receive the money as they worked toward their degrees. (**Note:** Officer Max Bressi is currently on 111F status and has not been interviewed. The decision to not interview Officer Bressi was made by Town Administrator Michael Johns so as to not delay the completion of the investigation).

With respect to Sergeant Brett Pelley, it could be argued that he knew or should have known that he was being overpaid for not only the time period of July 2020 to December 2020, but for the entire FY20 period (July 2019 to June 2020). During his interview, Sergeant Pelley explained that he's been employed by the Boxborough Police Department since 1996. Sergeant Pelley continued that he is currently, *"the administrative sergeant, public records access officer, a federally certified commercial motor vehicle inspector, and as well as an accident reconstructionist"*.

During his interview, I asked his hourly wage and he claimed he didn't know. I showed him documentation which illustrates his hourly wage and he maintained his position that he didn't know his hourly wage. I showed him budget documentation showing his education incentive for both FY20 and FY21 (20%) and he stated *"just*

because it has a number on that in the budget doesn't mean that's what I'm getting on my paycheck". We reviewed the CBA wage scale and I showed him that he was entitled to \$35.07 (plus 10% for an Associate's degree) during FY20 but he was being paid \$42.09 (20% increase) and he replied *"I don't know, to be honest with you, I have no idea".* I explained that he would have realized an additional \$8,000 dollars in base pay based on the added 10% and he claimed he didn't know he was overpaid. Even after comparing his pay stubs from March 13, 2019 and August 14, 2019, he insisted he didn't know his hourly wage adding that he doesn't look at his pay stubs.

I find it implausible that Sergeant Brett Pelley could be overpaid 10% for a period of eighteen (18) months and not be aware of the pay increase. His position that he is **not** aware of his hourly wage I also find implausible based on the following;

- Each week, all members of the Boxborough Police Department complete and sign (by long hand) a paysheet documenting their hours of work. Each paysheet has the officer's name, identification number, signature line, rank and pay step and the **hourly wage** listed on the pay sheet.
- During the investigation, I received and reviewed available pay sheets filled out (long hand) **and signed** by Sergeant Brett Pelley during FY20. Each available paysheet that he signed has \$42.09 listed as his hourly rate.
- The CBA illustrates within the wages article (Article 12), the hourly rate for each officer based on their rank and step. Sergeant Step #3 illustrates an hourly rate of \$35.07 (before education incentive) during FY20.
- The pay stubs which officers have access to each pay period illustrates their hourly wage (including education incentive).
- The Boxborough Police Department posts the pay records for each officer. The postings are placed on a board in a hallway between the dispatch area and the Chief's office and every member can view the amount of pay each officer received during the most recent pay period.

Chief Ryder's position on the overpayment of education incentives is that he first learned of the overpayments when Sergeant Bowolick provided him with his education verification on December 23, 2020. During his interview, I outlined to him what I had learned from Andrea Veros, Sergeant Robert Bielecki and Lieutenant Warren O'Brien. I informed him that Veros brought to Bielecki's attention circa June 2020 that there were errors with hourly wages based on unearned education incentives. Bielecki brought this to the attention of Lieutenant O'Brien who then had a face-to-face meeting with Chief Ryder about this matter.

During his interview, Chief Ryder stated that he has no *"recollection"* of a meeting with Lieutenant O'Brien (circa June 2020) about this matter. He took the position that Andrea Veros *"changed pay rates which was an apparent act of sabotage"*, that

Sergeant Bielecki has “*some axes to grind*” and that Lieutenant O’Brien is “*very credible, but his memory might not be what it should be*”.

Note: It is imperative to note that Andrea Veros stated during her interview that she informed Sergeant Bielecki circa June 2020 about the erroneous hourly wages. Bielecki verified this occurred and provided me with copies of text messages he sent to himself (see Exhibit #6) documenting that he had spoken to Lieutenant O’Brien. Lieutenant O’Brien then verified to me that he had met with Chief Ryder and informed him of this matter (circa June 2020).

Chief Ryder continued that it was Veros’ responsibility, working with the Town Accountant to verify the hourly wages for each officer (including education incentives) and enter them into the pay system each fiscal year. During her interview, Ms. Veros stated “*I would get the Chief’s final say even if I checked with the Town Accountant, I would confirm with him before I put those rates of pay into the system and he would tell me those are the correct rates of pay, put them in*”. (See page 7 of Veros1). As outlined above, the e-mails between Chief Ryder and (then) Town Accountant Jennifer Barrett contradict Chief Ryder’s contention that it was Veros alone who worked with Ms. Barrett on the budget.

During his interview, I outlined to Chief Ryder the available documentation (CBA, pay sheets, pay stubs) which show an officer’s hourly wage. I asked how Sergeant Pelley could have been overpaid without being aware of the overpayment and he answered “*So you’re asking me how he missed it? You have to ask him that question*”.

During his interview, Chief Ryder adamantly denied that he allowed Pelley, Bowolick, Patriarca and Bressi to receive unearned educational incentive pay. Regardless, it could be argued that Chief Ryder ***should have known*** of the payroll discrepancies as they were occurring, as it’s ultimately his responsibility to ensure the payroll is accurate and correct.

A copy of the CBA (Article 12- Wages), Sergeant Pelley’s pay stubs from March 13, 2019 and August 14, 2019 as well as Pelley’s available signed pay sheets for FY20 which show his hourly wage of \$42.09 are attached hereto as **EXHIBIT #17**.

Allegation #5: *Sergeant Bielecki alleges retaliation by Chief Ryder for speaking to the FBI.*

The Town received a letter from the Law Office of James W. Simpson, Jr. P.C. on January 24, 2022. Interim Town Manager Carter Terenzini wrote a report on this allegation and the report is attached as **EXHIBIT #18**.

During my interview with Chief Ryder, he stated he turned off Sergeant Bielecki’s department cell phone and his access to DTS as a cost savings measure. He had been directed to make budget cuts and had also turned off modems in spare cruisers. He

also explained that he had spoken to Bielecki and explained that there were cost savings measures being implemented and that was the reason for the cell phone and DTS access being turned off.

With regards to Sergeant Bielecki's access to the police department, Chief Ryder stated that he had been placed on administrative leave on January 4, 2022 and was not aware of Sergeant Bielecki being unable to access the building prior to that date.

Interim Chief John Jszewczyk, at my request had made contact with the DTS vendor to determine if in fact access to DTS was at a "per user cost" as explained by Chief Ryder. Chief Jszewczyk informed me he had spoken to Michael Williams of DTS and learned that the Boxborough Police Department is paying \$3600 annually for the use of DTS. This fee covers the cost of thirty (30) users. If the number of users to DTS goes beyond thirty (30) there would be a fee of \$120 per year, per added user. Chief Jszewczyk also learned from DTS there are currently twenty-four (24) users to the DTS system. This includes 13 full-time police officers, 4 part-time police officers, 5 full-time dispatchers, 1 part-time dispatcher and 1 animal control officer.

On Wednesday, January 25, 2023, I spoke by phone with Sergeant Robert Bielecki. The purpose of this call was to verify (or refute) information provided by Chief Ryder during his interview. Sergeant Bielecki acknowledged he had a phone conversation with Chief Ryder regarding his cell phone and access to DTS. He referred to his notes and stated that he spoke to Chief Ryder on December 28, 2021, at 9:37 AM. During the conversation, Chief Ryder told him he's *"under the gun, they're watching everything I'm doing"* (referring to budgetary constraints). Bielecki stated that he explained his need for the use of the department cell phone and access to DTS and that Ryder informed him he would be turning off the phone and his access to DTS.

Sergeant Bielecki stated that he first became aware he had been shut out of DTS on December 13, 2021. He had spoken to the FBI on December 10, 2021 and had a scheduled meeting with them on December 15, 2021. The purpose of the meeting was to access DTS and show the FBI information regarding the allegations being investigated. He stated he informed Officer McElman (who was still employed by the Boxborough Police Department) of the upcoming FBI meeting. It was following his conversation with McElman that his access to DTS was turned off.

Sergeant Bielecki stated that he first learned that his key access to the building did not work on January 8, 2022. While on 111F there were previous occasions when he went to the police station and was able to enter with his key access. On January 8, 2022, he had to enter through the public access entry at the front of the building.

On Monday, February 6, 2023 at 8:00 PM, I spoke by phone with Interim Chief Jszewczyk. Chief Jszewczyk, at my request, had researched the access software to the police department in an effort to determine when Sergeant Bielecki's access to the police station had been turned off and by whom. Chief Jszewczyk explained that the vendor for the door access software had visited the police station on two occasions and

were unable to access the software to determine this information. The product name for the door access software is *Avigilon* and the vendor who Chief Jszewczyk has been working with is Valley Communications.

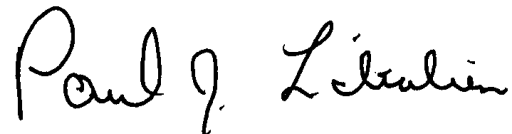
Allegation #6: *E-mail dated February 10, 2010 (Part of Exhibit #14)*

Andrea Veros has maintained that she received this e-mail from Chief Ryder (then sergeant) and that she printed out a hard copy and saved it shortly after she received it. During her interview Ms. Veros provided an overview of the content of the e-mail and described a relationship between (then) Sergeant Ryder and a civilian dispatcher. She insisted that she was put in the middle of an uncomfortable situation because (then) Sergeant Ryder was married and the female dispatcher was engaged to be married.

Ms. Veros stated that she provided this e-mail to show that during earlier years she and Chief Ryder were close friends and had a very good working relationship. She acknowledged that their working relationship soured as the years went by, but she was adamant that the e-mail and its content are authentic.

During his interview, Chief Ryder was steadfast in his denial that he wrote the e-mail. I asked about the topics mentioned in the e-mail and he would not comment directly and continued to insist that he did not write the e-mail. He acknowledged that [REDACTED] is his personal e-mail account. I asked if anyone wrote the e-mail on his behalf and he answered "no".

Respectfully Submitted,



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